

**TITLE: The Sri Lanka Tsunami Reconstruction Program**

You are invited to submit comments in accordance with the requirements of the following Draft Solicitation. Proposals/Bids are not requested from vendors at this time by the Government. Interested vendors are asked to provide comments via email or fax to the Contracting Officer cited below or at the Pre-Bid Conference on May 10, 2005 in Colombo, Sri Lanka.

See Section L (Section C if SF 1449 is used) for proposal/bid instructions

**ALL AMENDMENTS TO THIS DRAFT SOLICITATION WILL BE MADE AVAILABLE THROUGH THE GOVERNMENT HOMEPAGE AT** <http://www.usaid.gov/in/>

**IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS SITE PERIODICALLY FOR OFFICIAL UPDATES AND AMENDMENTS TO THE SOLICITATION.**

Solicitation Number:	386-05-016 (DRAFT RFP)
Issue Date:	May 3, 2005
Closing Date for Comments:	May 17, 2005
Time:	1600 hours
Program Office:	USAID/Sri Lanka/EG
Contracting Officer:	Marcus A. Johnson, Jr.
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Set Aside:	N/A

**PERTINENT TECHNICAL SECTIONS OF SOLICITATION**

Offerors are encouraged to carefully read the entire Solicitation by scrolling downward. The Solicitation includes all pertinent technical sections imbedded in the document as well as the terms, conditions and instructions required for submitting a proposal. For your convenience, the pertinent technical sections of the Solicitation have also been linked directly below (in Word Processing and Adobe PDF format):

**Statement of Work**

**This draft solicitation describes the architectural, engineering, procurement, construction management services and technical assistance needed to support the tsunami infrastructure reconstruction program funded by USAID Sri Lanka.**

<b>SOLICITATION, OFFER AND AWARD</b> <b>(Construction, Alteration, or Repair)</b>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	386-05-016	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

**SOLICITATION**

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

11. The Contractor shall begin performance within \_\_\_\_\_ calendar days and complete it within \_\_\_\_\_ calendar days after receiving  
☐ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. (See \_\_\_\_\_.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in Item 8 by \_\_\_\_\_  
 (hour) local time \_\_\_\_\_ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed  
 envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee ☐ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than \_\_\_\_\_ calendar days for Government acceptance after the date offers are due will not be  
 considered and will be rejected.

**OFFER(Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

BY

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to provide the architectural, engineering, procurement, construction management services and technical assistance needed to support USAID Sri Lanka's tsunami infrastructure reconstruction program. The Contractor will assure the successful design, renovation, construction and provision of services linked to Sri Lanka's economic growth of a major bridge, several smaller bridges and access roads, facilities for vocational education, fisheries harbor infrastructure, several associated water and sanitation systems and related technical assistance principally in vocational training and community based organizational development supporting the infrastructure projects.. The goal is to create income and employment opportunities for Sri Lankans, promote investment in the coastal economy and thus lay a stronger foundation for sustainable economic growth.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. USAID will issue Job Orders (JO) to undertake projects included in the task areas described in Section C. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified herein.

**B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$\_\_\_\_\_. The fixed fee, if any, is \$\_\_\_\_\_. The estimated cost plus fixed fee, if any, is \$\_\_\_\_\_.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$\_\_\_\_\_. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through \_\_\_\_\_.

**B.4 PRICE SCHEDULE**

CLIN	DESCRIPTION	COST
0001	Engineering, Construction and Procurement Services	\$
0002	Fixed Fee (on CLIN 0001)	\$
0003	Works In Place (Job Orders)	\$
0004	Fixed Fee (on CLIN 0003)	\$
0005	Incentive Fee	\$

TOTAL

\$

**B.5 INDIRECT COSTS (DEC 1997)**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

**B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.



**SECTION C - STATEMENT OF WORK****Sri Lanka Tsunami Reconstruction Program****I. BACKGROUND AND DESCRIPTION**

On December 26, 2004, a tsunami swept over 700 miles of Sri Lankan coastline leaving 31,000 dead, 4,000 missing, and 500,000 displaced, many without basic shelter, food and water. Through USAID's Office of Foreign Disaster Assistance and other organizations, emergency relief reached many Sri Lankans and the focus of efforts has now turned to reconstruction, livelihood restoration, and rebuilding lives and re-knitting communities.

To assist Sri Lanka, USAID is moving quickly ahead with an integrated approach to repair or rebuild a major bridge, up to fourteen vocational facilities (including two new model schools), access and all weather roads including some small water crossings, several potable water delivery systems and wastewater sanitation facilities and three fishery harbors. All of the south and east coasts of the island, all will require considerable technical assistance in collaborative participation among the local authorities, community stakeholders, participants and beneficiaries for sustainability considerations.

Some of the prospective project sites border wetlands or are in or near sensitive habitats such as mangroves, coastal dune formations and coral reefs; some are adjacent to National Parks. Most are in areas of significant importance to Sri Lanka tourism industry a leading sector of the economy. In all cases neighboring communities have a stake in the outcome and seem eager that the reconstruction effort promote community participation and ownership as well as strengthen local government capacity to responsibly operate the completed facility. In locations where the effect of the tsunami was dissipated by natural formations like the sand dunes, there is strong interest in adopting sustainable coastal zone resource management best practices. The Mission views the tsunami reconstruction program as an opportunity to combine physical improvements within a broader a participatory coastal management framework for a larger development impact. The set of Strategic Objectives (SOs) that frame the Mission's Country Strategic Plan and the specific programs in Economic Growth, Humanitarian Assistance, Democracy and Governance, and Transition Initiatives recognize the importance of the coastal economy and the linkages to tourism, rural employment and natural resource management.

Under the Economic Growth Strategic Objective, USAID focuses its efforts on helping the government carry out sound economic policies, improving Sri Lanka's ability to compete in world markets, building the skills of the workforce and creating partnerships to protect Sri Lanka's rich natural environment, including especially the tourism sector. Such cross cutting themes of the Mission's strategy include reconciliation and conflict resolution in support of the peace process represent additional opportunities to encourage inclusive, participatory governance at the local level that can make the "Building Better" theme of the post-tsunami reconstruction efforts more meaningful, responsive and lasting.

USAID has established the Sri Lankan Tsunami Reconstruction Program (SLTRP) to address various critical needs which have been identified in consultation with the Government of Sri Lanka (GSL) and in cooperation with other donors and relief organizations. A vital component of this program is community participation and forms an integral, complementary part of the product and services expected under this RFP. This reconstruction program builds on the on-going relief efforts and the need to restore the economy in the areas affected by the tsunami. In each area, the program will utilize participatory approaches to create a unified vision for action, facilitate reconstruction efforts by strengthening the capacity of local government authorities and community groups, and to promote sustainable livelihoods and development.

The Sri Lankan Tsunami Reconstruction Program is first and foremost a mechanism for undertaking small and medium-scale infrastructure projects (see Delivery Schedule in Section F). The projects will be identified by USAID, assessed for feasibility and designed by USAID's contractor, approved by USAID, and constructed by subcontractors under the contractor's supervision.

The contractor may also need to retain suitable subcontractors to carry out additional assessments leading to the completion of the design and to flesh out the technical assistance element supporting the community participation and the

vocational training and “green building” components in particular. For example, Arugam Bay the site of the major bridge, and a water and sanitation system has significant tourism development potential and represents a valuable opportunity for promoting a collaborative approach, community involvement and ownership support that is critical to conflict resolution and sustainability.

The U.S. Army Corps of Engineers (ACE) has been assisting USAID/Sri Lanka in confirming initial project, conducting site visits and producing cost estimates. They are also developing selected plans and specifications for the purpose of having the construction manager incorporate them into the tender packages for the Arugam Bay Bridge and the fishery harbors rehabilitation. This has been done with the goal of expediting the execution of this work after mobilization of the construction manager. It will be the responsibility of the contractor to review these plans and specifications.

Over the projected 31 months (through March 31, 2008) of this contract USAID/Sri Lanka anticipates a total budget of up to \$35,000,000, depending upon availability of funds, including both contract, project and technical assistance costs.

## **II. STATEMENT OF WORK**

The contractor shall provide architectural, engineering, design, construction management services and technical assistance for the Sri Lankan Tsunami Reconstruction Program. The Contractor shall be responsible for providing all personnel, equipment, materials, supplies and facilities for its use in order to complete the works in a timely and acceptable manner.

The contractor shall perform the following:

### **1. Implementation Plan and Detailed Work Plan for SLTRP:**

The contractor shall develop for each year of the contract a detailed 12-month work plan and schedule that will assure, to the maximum extent possible, the necessary performance and input from all parties to complete the annual program on time and within budget. The 12-month work plan shall incorporate scope, budget, schedule, approvals, relationships, control, and resource allocation. Elements will include the breakdown of activities in the annual program; identification of responsibilities; identification of critical completion milestones and project interfaces; inventory controls; financial, budget and administrative procedures; and subcontract language and technical standards for the design, procurement, construction and project documentation/close-out activities. The work plan will indicate the interdependence of a wide variety of program functions including administrative, legal, architectural, engineering, financial, construction and operations. The contractor will submit the 12-month Work Plan to USAID for approval within 45 days of contract award. The 12-month Work Plan shall be updated and extended every quarter. The 12-month Work Plan will be updated and revised on an annual basis. The Work Plan will allow USAID and the contractor to monitor performance as appropriate. The 12-month Work Plan shall be reviewed monthly at program review meetings between USAID and the contractor.

### **2. Project Assessments**

#### **a. General**

The contractor will assess projects which have been identified by USAID. The Contractor will to the maximum extent practical, use locally hired engineers or subcontract with local engineering firms for project assessment and engineering design.

#### **b. Preliminary Assessment**

Upon contract award but prior to full scale mobilization, the contractor will deploy a technical and logistics team to Colombo to meet with USAID and to develop a comprehensive 12-month implementation plan for USAID review and approval. This plan will be based on USAID priorities already identified in the contract.

An integral part of this assessment will consist of the “soft skills” complement to the vocational education component underway as of April 26<sup>th</sup>, 2005 by an independent team. The vo-ed assessment is found in Section J.8.

The contractor shall submit a Preliminary Assessment Report to USAID for each project recommended for inclusion in the Program. The Preliminary Assessment Report shall include a description of the proposed work, an evaluation of benefits, a cost estimate and a preliminary design. The information should include sufficient detail to convey an understanding of the work needed and fundamental design concepts, including photographs, drawings, tables, charts, etc. A summary discussion shall also be presented regarding the environmental impacts of the project and recommended mitigating measures (see Section c. below). After review of the report the USAID CTO or the CO will provide written notification to the contractor of approval, conditional approval or disapproval.

#### c. Environmental Considerations

The contractor shall prepare environmental guidelines and a checklist which will be used to help identify specific factors to be considered for projects that are likely to have negative environmental effects as well as for those types of projects where the potential for negative effects is substantially lower. Included in the guidelines will be an environmental assessment checklist to be completed as part of the assessment for each project. Where the analysis indicates negative environmental effects may occur, the project will be designed to avoid or mitigate those effects. The guidelines will also describe procedures for supervising construction activities to assure that identified mitigation measures are addressed as planned. See website <http://www.usaid.gov/in/WhatsNew/BGOpp.htm> for the USAID Initial Environmental Examination (IEE) assessing each construction work site.

#### c.2. Infrastructure Rehabilitation and Upgrade

There are a wide range of sectors listed for rehabilitation in this Scope of Work, including the reconstruction and rehabilitation of infrastructure, restoring a sense community identity and cohesion, improving the quality of lives and providing for livelihoods. However, the key need for restoration of basic services is paramount. It is anticipated that the work will be distributed according to the following priority:

		Preliminary Estimate ( U.S. DOLS) millions
a.	Arugam Bay (Section J.6)	\$ 8.55
	(1) Arugam Bay Bridge	\$ 4.70
	(2) Bridge access	\$ 0.90
	(3) Water/sanitation & other, small infrastructure	\$ 2.95
b.	Vocational Education Facilities (Section J.8)	\$ 12.17
	(1) Up to 14 facilities, including two model schools	\$ 7.17
	(2) Equipment & materials inventory replacement	\$ 1.50
	(3) Technical assistance in curriculum & instruction	\$ 3.50
c.	Fishery Harbors & Infrastructure (Section J.7)	\$ 5.78
	(1) Hikkaduwa	\$ 2.28
	(A) Harbor area off shore	
	(B) Shore line facilities	
	(C) Water/Sanitation	
	(2) Mirissa	\$ 1.75
	(A) Harbor area off shore	
	(B) Shore line facilities	
	(C) Water/Sanitation	
	(3) Dondra	\$ 1.75
	(A) Harbor area off shore	
	(B) Shore line facilities	
	(C) Water/Sanitation	
d.	Mutur – Trincomallee All-weather Road	\$ 4.00
e.	<b>Subtotal of Job Orders (a., b., c., and d.)</b>	<b>\$ 30.50*</b>
f.	Other:	\$ 4.50
	(1) Infrastructure Reconstruction Technical Support	
	(2) Procurement Services	
	(3) Coastal Zone Management Technical Assistance	
	(4) Contingencies	
g.	<b>Total</b>	<b>\$ 35.00</b>

\*Note: The budget subtotal line item “e.” for US\$30.50” million includes the cost of the prime contractors overseeing those projects.

**a.(1) and (2) ARUGAM BAY BRIDGE AND ACCESS****1. Background:**

The existing bridge at Arugam Bay is located approximately one mile south of Pottuvil, a small town on the eastern coast about 400 km east of Colombo on highway (A-4). The bridge is an integral part of the Sri Lanka National Road System and is under the jurisdiction of the Road Development Authority (RDA).

The existing bridge is a steel truss bridge built in the 1960s with a total length of 152 meter consisting of four equal spans, each 38 meters long. The bridge cross section consists of 6.7 meter clear carriageway and 0.4 meter sidewalk on either side. The bridge also was connected to a 550 meter long causeway and a separate smaller single span concrete bridge on the south side. The damage caused on December 26<sup>th</sup> was severe. The causeway leading up to the bridge was completely washed out creating and widened the mouth of the lagoon at the bridge site from 150 meters to more than 260 meters. A temporary bailey structure of 4 spans was constructed by the 203<sup>rd</sup> Engineer Regiment of the Indian Army Task Force to bridge the additional 110 meter of waterway. The arrangement at Arugam Bay now consists of four spans of existing steel truss bridge connected to a four span bailey structure for a total bridge length of 263 meters.

**2. General Description of Proposed Work:**

A new replacement structure of reinforced concrete is proposed on a new alignment that may be possible on the east (ocean shoreline) side of the existing bridge. The existing bridge and the remnants of the original causeway will have to be removed completely and disposed of at an approved disposal site once the new bridge is completed.

The proposed bridge will eliminate the need to repair the existing causeway but also improve and expand the wetland habitat back to its original pristine condition. This project is to construct a new bridge with approximately 686 meters in length, which will be about 4.5 times longer than the original 152 meter steel truss bridge. The new bridge will be providing 534 meters of additional length over the waterway.

The typical section of the bridge will consist of two 3.7 meter wide lanes, and 1.5 meter sidewalk on each side. The same freeboard shall be used as the existing structure. Also, the same vertical clearance shall be maintained between the soffit of superstructure and the waterway below. The vertical profile of the approaching roads and bridge will have to be adjusted to accommodate the depth of the new superstructure. The new bridge will be of poured in place, reinforced concrete using tensioned beam construction. The proposed bridge will be constructed adjacent to the existing bridge so that the existing bridge will be used as a detour until the new proposed bridge is to be constructed. After new bridge is built, the existing bridge and the causeway will be removed and demolished. All loads shall be considered in accordance with the Bridge Design Manual, referenced herein.

**2.a. Design Considerations**

**2.a.1)** The new bridge will include, but not limited to, street lighting with related power system, hand rails, up-rights, surface storm drainage inlets with necessary piping and discharge outlets, and shall be designed and constructed with structural capacity to suspend a ductile iron steel water distribution main, steel waste water force main, electrical conduits, communication conduits and CATV conduits for future service to the expanded communities at Pottuvil and Arugam Bay-Ulla. The new bridge will be designed in accordance with the RDA design standards referenced herein and shall sustain lateral seismic loading in accordance with the International Building Code (IBC). It will also be designed in consultation with stakeholders, with wide participation in appropriate decisions, such as placement and appearance.

After completion of the new bridge and upon written direction of the RDA, the contractor shall be responsible for demolishing the existing steel truss bridge, including the concrete pier foundation and restore the existing grounds and sea bed beneath the bridge and removing the bridge debris to an appropriate landfill at no additional cost to this contract. Remnants of the existing damaged causeway shall be removed and the surrounding vicinity shall be restored in accordance with recommendations presented in the Environmental Assessment. All existing facilities, structures, underground utilities, religious shrines, or any other private or public property within the project limits affected by the

bridge construction and demolition of the existing steel truss bridge shall be relocated and restored to their original condition at no additional cost to this contract.

**2.a.2)** The superstructure shall consist of five 1.8 meter deep Post-Tensioned concrete girders, spaced at 2.4 meters on center to center spacing. Total length of the structure will be 686 m long consisting of twenty one spans of 32.7 m in length. The deck will either be 200mm thick cast-in-place (CIP) concrete crowned at the center with 2% slope, or 100mm thick pre-cast deck with 100mm thick CIP concrete topping crowned at the center with 2% slope. A 7.5-meter long approach slab should be provided at each approach of the bridge to give a smooth ridging surface at the road/bridge transition.

**2.a.3)** The substructure shall consist of a minimum of twenty intermediate CIP bents and two CIP abutments at the ends of the bridge. The piers may utilize two 1.2 m diameter bored piles and 1.5m by 1.5m bent caps spanning between the bored piles to support the superstructure. The 1.2m bored piles shall be embedded at least 4 meters into bedrock. The elevation of the bedrock may vary between 27.4 m to 33.4m below the Ordinary water level (OWL). The abutments shall consist of reinforced concrete retaining wall supported on a pile cap utilizing 0.6m diameter, minimum bored piles. To resist a combination of forces (overturning, vertical and lateral forces), the piles at the abutment will either be staggered spacing or double row. Armoring shall be placed around the piers and abutments. Reinforced concrete wing walls will be required to retain the fill behind the abutments. The wing walls will also be concrete retaining walls supported on a pile cap utilizing 0.6m diameter bored piles.

**2.a.4)** The approach roads at both ends of the new bridge are optional bid items and may conform to the attached exhibit of the Typical Approach Road Section at Section 1, Exhibit 7.

### **3. Design Submittals:**

After award of this contract and during the design process, the contractor shall submit the 30% concept design, 65% pre-final design, and 100% final design for review by the Contracting Officer. The contractor shall provide topographic surveys of the project bridge site in accordance with the Survey and Mapping Section of this document, within the limits of the project defined in the attached Bridge Site Plan. The contractor shall perform all necessary subsurface exploration for the foundation, abutment and pier design. A complete soils investigation shall be performed by the contractor to determine the soils characteristics of the sea bed on which the piers will rest. A foundation design shall be included in the design analysis. Concept design packages will define issues related to functionality, execution, maintainability, aesthetics, safety, economics, environment, and engineering that are involved with the project. The detailed, final design will include all plans, details, design analyses, fully detailed cost estimates, construction drawings, and specifications necessary to execute construction of the project.

### **4. Design Criteria:**

**4.a.** The design and construction of the proposed Arugam Bay Bridge and approach roads shall follow the criteria and standards of the Sri Lanka National Road Authority. The design shall be based on the following documents:

#### **EXHIBITS**

1. Vicinity Map
2. Site Layout Plan
3. Typical Bridge Section
4. Typical Armoring for Abutment and Piers
5. Foundation Design and Soil Investigation
6. RDA As-Built Drawings of the Existing Bridge

**7. RDA Standard Details of Hand Rails and Up-Rights****REFERENCES:**

1. 1989 RDA Road Maintenance Manual
2. 1998 RDA Geometric Design Standards of Roads
3. 1999 RDA guide to the structural design of roads under Sri Lankan Conditions
4. 1996 RDA Inventory of Road Construction Materials
5. 1999 RDA Manual and Unified Set of Standards for Road Construction, Rehabilitation, and Maintenance
6. Design packages used in Bridge designs office / RDA
7. 2003 labor and equipment rates, and road unit cost data
8. 1995 Ministry of Housing Construction and Public Utilities Guidelines for grading of construction contractors
9. 1997 RDA Bridge Maintenance Manual
10. 1997 RDA Bridge Design Manual
11. 1989 RDA Standard Specifications for Construction and Maintenance of Roads and Bridges

**4.b. Conference Records:**

Records of meetings and conferences that were held with the USAID and the RDA shall be included in the design analysis and dated to further define the design scope of this project. All items discussed during these meetings shall be incorporated to the scope of work.

**5. Design Submittal Requirements**

5.a. The design analysis prepared in the concept design to support all work portrayed in the final (90%) design and 100% construction documents shall be expanded. Computations may be done by hand and sketches may be freehanded. Software to calculate the bending moments of the structural beams may be used, subject to prior approval by the RDA. Copies of all pertinent technical correspondence shall be included in the Design Analysis.

- 5.a.1) A network analysis schedule for the construction shall be provided.
- 5.a.2) Construction Phasing Plan
- 5.a.3) Security Plan during Construction
- 5.a.4) Protection Plan for the existing structures.
- 5.a.5) Design Schedule

**5.b. Drawings and Specifications**

5.b.1) All work necessary for preparation of final (90%) design, backcheck (95%) and contract design (100%), specifications, design analyses, and all materials/color selections shall be performed. The final design and contract documents shall be prepared. All comments made on the final design must be resolved and incorporated into the contract documents. The final drawings shall be prepared using the Computer Aided Design and Drafting (CADD) using Intergraph, AutoCAD, or Microstation.

5.b.2) Final technical specifications including Proposal Schedule, List of Drawings, Government-Furnished Property, and all technical specification sections including Submittal Register required for the project shall be prepared based on the technical specifications prepared by the Contractor. The specifications shall be clear, correct, complete and concise description of the work portrayed in the final design. For the 100% submittals, documents shall be provided in electronic form.

5.b.3) As a minimum, the proposal for the phase 2 of the RFP shall be submitted to include the following documents:

- 5.b.3)a) Site Plan with the layout of the water treatment facility drawn at scale 1 to 500
- 5.b.3)b) Preliminary facility Floor plan drawn at scale 1 to 100
- 5.b.3)c) Preliminary Facility Elevation views of four sides drawn at scale 1 to 100
- 5.b.3)d) Single-line piping and system flow diagram with a typical section showing the trenching, water line and backfill detail.
- 5.b.3)e) Summary of proposed water treatment process and procedures
- 5.b.3)f) Summary of Water Distribution and Storage Systems
- 5.b.3)g) Explanation of proposed water analysis procedure with appropriate references
- 5.b.3)h) Outline design analysis (catalog literature or vendors' product brochures are acceptable)
- 5.b.3)i) Outline specifications (use of local Sri Lanka industry standards is encouraged, except for off-shore construction material)
- 5.b.3)j) Environmental mitigation measures as required by the project Environmental Assessment
- 5.b.3)k) Preliminary Design-Build Construction Network Analysis
- 5.b.3)l) The Offerors' bid price shall be annotated on the enclosed bid schedule and shall be submitted in a sealed envelop with the Project Name and Solicitation Number clearly written on the cover.

## **6. Coordination:**

Mr. Marcus Johnson will be the point of contact. All coordination must be done through the Regional Contracting Office, USAID/New Delhi.



**a.(3)1 Arugam Bay. Potable Water Supply & Sewage Treatment and Disposal System****General Description**

In conjunction with the National Physical Plans of the Sri Lanka Urban Development Authority, National Physical Planning Department, and the development plans of the National Water Supply and Drainage Board (NWSDB), it is proposed to improve the drinking water supply for Pottuvil-Ulla and Panama areas. A potable water treatment facility is proposed at the Ratta Kulam irrigation lagoon with a treatment capacity of 8,000 cubic meters per day, and a second facility at Panama with a capacity of 2,000 cubic meters per day. The proposed water treatment plants and distribution systems shall be designed and constructed in accordance with the standard and criteria of the NWSDB. These projects will be complemented with participatory coastal management and related activities.

The project limits for each of the proposed projects are delineated at Section J.6. The proposed Water Treatment Plants and Distribution Systems shall be designed and constructed in accordance with the standards and criteria of the Sri Lanka National Water Supply and Drainage Board (NWSDB) within the project limits shown as attachment contained herein, and in consultation with local members of the community and local authorities. The list of attachments and references is summarized below.

**Water Treatment Plant and Distribution System for Pottuvil and Ulla**

Necessary investigations should be carried out to identify a suitable supply source. Options available for a source of supply include existing Ratta Kulam irrigation tank or ground water. If water is used from the irrigation tank the dam and the other engineering structures should be augmented to meet the additional demand. The proposed Arugam Bay Water Treatment Plant is planned to serve the Pottuvil, Ulla and adjoining suburbs with a projected population of 45,000 by the year 2025 with 8,000 cubic meter of treated water per day.

The potable water treatment plant will include the following work and services: Identification of a suitable water source, Design and construction of the raw water intake, raw water pump house, 1500 cubic meter ( $m^3$ ) raw water storage sump, potable water treatment plant, 900  $m^3$  and 680  $m^3$  distribution towers, installation of piping for the raw water supply main, installation of a minimum of 2 each intake pumps and a minimum of 4 each high lift pumps, and the installation of the treated water distribution main from the proposed water treatment facility to the Pottuvil-Ulla community. The treated water transmission shall follow the existing road right-of-ways and suspended from the proposed Arugam Bay bridge.

Acquisition of rights to the water supply, necessary real estate and transmission main easements for the proposed construction shall be secured by the Sri Lanka National Water Supply and Drainage Board (NWSDB).

**Panama Water Treatment Plant and Distribution System**

The proposed Panama Water Treatment Plant is planned to serve the Panama community and adjoining suburbs. The expected water demand is calculated at 2,000 cubic meter of treated water per day. The project will utilize existing surface water in nearby fresh water streams currently used by the local irrigation authority.

The potable water treatment plant will include the following work and services: Identification of a suitable water source, Design and construction of the raw water intake, raw water pump house, 1500 cubic meter ( $m^3$ ) raw water storage sump, potable water treatment plant, 900  $m^3$  and 680  $m^3$  distribution towers, installation of piping for the raw water supply main, installation of a minimum of 2 each intake pumps and a minimum of 4 each High lift Pumps, and the installation of the treated water transmission main from the proposed water treatment facility to the Pottuvil-Ulla community.

Acquisition of rights to the water supply, required real estate and transmission main easements for the proposed construction shall be secured by the Sri Lanka National Water Supply and Drainage Board (NWSDB).

**Water Quality Analysis**

The contractor shall take water samples and perform necessary water analysis of the raw water in the identified water source. The water sampling and testing shall conform to the water testing procedures prescribed by National Water Supply and Drainage Board (NWSDB) and referenced herein. Water samples shall be analyzed to determine the level of treatment required for the proposed water treatment facilities. The National Drinking Water Standards of Sri Lanka shall be used as the established standards to which the treated water must conform. A complete report of the water analysis shall be prepared and submitted in accordance with the Submittal Schedule contained in this Request for Proposal (RFP).

### **Water Plant Design**

Both the Arugam Bay water treatment and the Panama water treatment plants may be designed with a rapid mixing tank to allow the mixing of flocculants, coagulants and/or powdered activated carbon with sufficient capacities to treat the design daily water production described above. The mixing process includes mechanical mixing paddles or other mixing devices acceptable to the NWSDB with redundant capacity in the event of mechanical failure or performance of maintenance of the primary processing unit. The rapid mixing process may be followed with a minimum of two coagulation basins, each sized to meet the daily water production requirement and designed to allow sufficient sedimentation of flocculants for the separation of settled water before it enters the sand filters. The sand filtration process may include a minimum of two sand filters, each sized to meet the daily requirement of the plants water production. The final treatment shall include a disinfection chamber to allow sufficient contact time in accordance with the National standards for water treatment.

The water plants shall be designed with back-wash features to flush the filter media at routine intervals of water production, including a backwash storage tank with associated piping and valves. The back-wash process shall be designed to permit the flushing of one filter while the other is in operation. Troughs shall be provided to allow back-washed water to be diverted and discharged through waste water piping to avoid contamination to the treated water. Each of the two water treatment plants shall be furnished with a plant operator work station, a restroom with shower and toilet, and a water testing laboratory with sufficient floor area.

Due to the high cost of electric power in Sri Lanka, the use of package water treatment systems requiring high electrical consumption is strongly discouraged.

The designer having supervisory responsibility over the preparation of drawings and contract specification of the water treatment facilities must be a chartered engineer of Sri Lanka with a minimum of five (5) years of acceptable experience in the design of water treatment facilities, or a registered sanitary engineer of any country with the same minimum level of professional credentials may be considered an acceptable substitute.

### **Water Distribution**

The design of the water distribution system submitted by the contractor shall be in accordance with the design standards and criteria of the Sri Lanka National Water Supply and Drainage Board (NWSDB). The methodology used to determine pipe frictional losses and hydraulic calculations in the design analysis will follow criteria acceptable to the National Water Supply & Drainage Board. See Section J.6. The installation and materials used for the proposed water distribution mains, valves, valve boxes, fittings, concrete thrust blocks, anchors, supports, and all other related appurtenant items shall adhere to the standards of the NWSDB. The design of the water distribution system shall include plan drawings at scale of 1 to 500, with corresponding profile drawings at scale 1 to 50. The installation of all piping and related materials will conform to the standards of the NWSDB.

### **Topographic Surveys**

The contractor shall be responsible for performing all engineering field surveys and developing the necessary topographic mapping to complete the design and construction of this project. The field topographic survey shall be performed within the project limits delineated on the site map attached herein, and shall be established with relationship to known local references. Locating bench marks and horizontal control points, conducting title searches, and verifying metes and bounds shall be the responsibility of the Contractor. The ground topographic survey shall be prepared under the supervision of a chartered surveyor of Sri Lanka.

**Design Coordination**

The contractor shall coordinate all design and construction services with the National Water Supply & Drainage Board and is responsible for securing the necessary permits and approvals before commencing any work. The contractor shall coordinate the design of the water distribution main and waste water force main with the bridge designer to insure the proper loading is accounted for in the bridge design.

**a.(3)2 Arugam Bay. Wastewater Treatment Facility & Collection System****General Description**

The wastewater portion of the project will include the design and construction of a waste water plant to be located north of the Pottuvil/Ulla community. The domestic wastewater collection Systems with necessary lift stations will be installed and appropriately placed to serve Pottuviland Ulla, community. Piping for the Pottuvil-Ulla collection system will be suspended along the new Arugam Bay bridge. .

**Design Analysis**

The design of the domestic wastewater facilities shall be performed by a chartered engineer of Sri Lanka (or approved equal from another country) with a minimum of five (5) years of acceptable experience in the design of wastewater facilities. Both wastewater plants shall be designed with capacities of 8,000 cubic meters per day and 2,000 cubic meters per day for the Pottuvil-Ulla community and Panama community, respectively.

**References**

- Water Treatment Plan Design, American Water Works Association, Inc.
- Water Quality and Treatment, American Water Works Association, Inc.
- Water Supply and Sewerage, Ernest W. Steel
- Standard Handbook for Civil Engineers, Frederick S. Merritt

**Request for Proposal (RFP) Submittal, Part I**

The Offeror shall submit completed **Standard Forms attached herein** to the Contracting Officer no later than the date specified in the **general instructions** of this Request For Proposal (RFP). The Offeror shall identify his proposed staffing that will perform the required work clearly demonstrating the level of experience and qualifications of each staff engineer and or architect. The evaluation criteria for selecting the top five Offerors are attached in the **general instructions** of this solicitation. The Contracting Officer will notify the top five Offerors within  calendar days of the selection and will issue the RFP for Part II.

**Request for Proposal (RFP) Submittal, Part II****Arugam Bay  
Water Treatment Plant & Distribution System**

The proposal for this submitted by the Offeror shall be bound in brochure form conforming to standard 8 ½ inch by 11 inch sheet size. Oversized sheets and standard construction drawing sheets may be folded to fit into the brochure. The entire brochure shall not exceed **200 sheets** in total number of sheets. Loose unbound sheets will not be accepted.

No proprietary identifications, company names and logos of the Offeror shall be marked on any sheet of the Part II submittal. The Contracting Officer will assign a confidential control number to the submittal documentation upon receipt of the proposal. The Offerors' submittal shall remain the property of the USAID.

As a minimum, the proposal shall be submitted to include the following documents:

- Site Plan with the layout of the water treatment facility drawn at scale 1 to 500
- Preliminary facility Floor plan drawn at scale 1 to 100
- Preliminary Facility Elevation views of four sides drawn at scale 1 to 100

- Single-line piping and system flow diagram with a typical section showing the trenching, water line and backfill detail.
- Summary of proposed water treatment process and procedures
- Summary of Water Distribution and Storage Systems
- Explanation of proposed water analysis procedure with appropriate references
- Outline design analysis (catalog literature or vendors' product brochures are acceptable)
- Outline specifications (use of local Sri Lanka industry standards is encouraged, except for off-shore construction material)
- Environmental mitigation measures as required by the project Environmental Assessment
- Preliminary Design-Build Construction Network Analysis
- The Offerors' bid price shall be annotated on the enclosed bid schedule and shall be submitted in a sealed envelop with the Project Name and Solicitation Number clearly written on the cover.

**Panama  
Water Treatment Plant  
&  
Distribution System**

The proposal for this submitted by the Offeror shall be bound in brochure form conforming to standard 8 ½ inch by 11 inch sheet size. Oversized sheets and standard construction drawing sheets may be folded to fit into the brochure. The entire brochure shall not exceed **200 sheets** in total number of sheets. Loose unbound sheets will not be accepted.

No proprietary identifications, company names and logos of the Offeror shall be marked on any sheet of the Part II submittal. The Contracting Officer will assign a confidential control number to the submittal documentation upon receipt of the proposal. The Offerors' submittal shall remain the property of the USAID.

As a minimum, the proposal shall be submitted to include the following documents:

- Site Plan with the layout of the water treatment facility drawn at scale 1 to 500
- Preliminary facility Floor plan drawn at scale 1 to 100
- Preliminary Facility Elevation views of four sides drawn at scale 1 to 100
- Single-line piping and system flow diagram with a typical section showing the trenching, water line and backfill detail.
- Summary of proposed water treatment process and procedures
- Summary of Water Distribution and Storage Systems
- Explanation of proposed water analysis procedure with appropriate references
- Outline design analysis (catalog literature or vendors' product brochures are acceptable)
- Outline specifications (use of local Sri Lanka industry standards is encouraged, except for off-shore construction material)
- Environmental mitigation measures as required by the project Environmental Assessment
- Preliminary Design-Build Construction Network Analysis
- The Offerors' bid price shall be annotated on the enclosed bid schedule and shall be submitted in a sealed envelop with the Project Name and Solicitation Number clearly written on the cover.

**Training and Capacity to Operate, Repair and Manage Water and Waste Water Treatment Facilities**

The contractor will conduct an assessment of the existing human capacity to operate, repair and manage each facility. The activity will guide the development of training materials, operational handbooks, repair/trouble shooting manuals, and environmental monitoring and mitigation protocols. The contractor will train future management, operational and engineering staff in effective operation, repair and management of each facility.

In consultation with local stakeholders, local government authorities and other relevant government authorities, the contractor will prepare a financial management plan that includes feasible ideas and options for revenue generation and cost recovery. The financial business plan should ensure financial resources and sufficient revenue streams to finance the projected expansion of services to the community as it grows.

To the degree practicable, the contractor and sub-contractors will provide apprenticeship opportunities to local youth and adults during the design and construction process. Sustainable environmental management systems will be in place and operating upon opening.

**Building local capacity for participatory coastal management**

These projects will be complemented with participatory coastal management approaches and activities. The goal of this component is to promote participatory, community-based coastal management by engaging the communities located around the Arugam Bay area. The intent is to enlarge the development impact of the infrastructure projects by strengthening the local coastal governance process for reconstruction and sound coastal development. In each area, the program will utilize participatory approaches to create a unified vision for action, sound development and to identify priority actions; facilitate reconstruction efforts by strengthening capacity of local government authority and community groups; promote sustainable livelihoods and development; mitigate future disasters; and enhance sharing of best practices.

In order to create a unified vision for action and sound development, illustrative activities under the program components may include the following:

- Assist the local government authority to facilitate a participatory but rapid planning process involving stakeholders; facilitate consensus among stakeholders (including local and other government authorities) on a vision to guide reconstruction and future development decisions, livelihood options and quality-of-life issues
- Facilitate community participation in developing a tourism plan to increase the appeal of Arugam Bay and surrounding communities, share benefits, provide public access, and reduce potential conflicts between tourist sector and other sectors, such as fishers.
- Conduct rapid and more detailed assessments (as necessary) on the social, economic, and environmental post-tsunami contexts as the basis for sound planning

#### **Facilitate reconstruction efforts and sound coastal development**

- Facilitate community awareness of and access to the range of opportunities for restarting or diversifying livelihoods, including opportunities related to tourism, fisheries, agriculture, aquaculture, craft-making, or other vocational pursuits and link with other USAID and donor programs

#### **Promote more sustainable livelihoods and development**

- Facilitate community participation in developing a tourism road map to increase appeal of town, share benefits, reduce environmental impacts and reduce potential conflicts between tourist sector and other sectors, such as fisherfolk.

#### **Mitigate future disasters through sound governance, policies and education**

- Prepare base maps at an adequate scale and utilize appropriate information to assess risk from tsunamis, typhoons, sea level rise, etc. and develop potential mitigation measures.
- In consultation with the **CCD** and other appropriate authorities, work to establish a construction setback line on the basis of the risk analysis information.
- Explore the necessity for safe shelters for the population to use in times of storms and other hazards.
- Link national plans for Early Warning System to the Arugam Bay by building preparedness and response capacity at national and local levels.

Develop and implement a public education outreach strategy on the guiding principles of reconstruction, the need for sound planning, and hazard awareness and education; tailor the message and communication methodology to different target audiences at the appropriate level - national, provincial, district and/or local levels.

**VOCATIONAL EDUCATION FACILITIES****1. Scope**

The scope of this component encompasses the design, construction and a mixture of repair, replacement, and new vocational training facilities damaged by the tsunami. Replacement facilities will include some relocation and consolidation. Indicatively, possible sites are located at Ambalangoda (Urawatta Vocational School), Pettigalwatte (Galle), Galle, Weligama, Imoduwa (Ahangama) Talalla, and Nintavar. Each facility consists of two (2) to nine (9) buildings, serving 50 to 280 students. Each building is expected to incorporate “green” construction features and be earthquake resistant particular to the area. Materials (computers, furniture, and other supplies) damaged or destroyed by the tsunami and the aftermath will be replaced with some improvements. New buildings will be furnished with the appropriate equipment and materials for the curriculum taught. To the extent practicable and appropriate standard designs will be adopted for common features or needs such as for Administration, Residence Halls, etc. An illustrative indication of the work required at the following locations include:

1.a. Urawatta Vocational School (Ambalangoda): Industrial Training – Repair Work.

1.a.1/ Site Work: Provide concrete paving, site cleaning and chain link fence.

1.a.2/ Building No. 1 – Industrial Training (Garment sewing): Open building areas shall be closed. Install new roofing, gutter and drain pipe, ceiling fan, electrical switches and receptacles, and the main switch.

1.a.3/ Building 2 – Boat Motor Repair: Install new roofing, gutter and drain pipe, ceiling fan, electrical switches and receptacles, and the main switch.

1.b. Pettigalawatte (Galle): New Administration Building – Three storied building for administration and information center including new communication center, computer and printing school.

1.c. Galle – Relocation:

1.c.1/ Administration Building (main Building) – 6,000SF: Two story building for administration and information center including a library, communication technology (computer lab), drafting, jewelry work, mechanical (A/C) repair, industrial management, and electric shop.

1.c.2/ Engineering Building – 2,862SF: A single storied building for civil engineering training including carpentry, sheet metal work, masonry, and machine shop.

1.d. Galle – New Site:

1.d.1/ Administration Building (main Building) – 6,000SF: Two storied building for administration and information center including a library, communication technology (computer lab), drafting, jewelry work, mechanical (A/C) repair, industrial management, and electric shop.

1.d.2/ Engineering Building – 2,862SF: A single storied building for civil engineering training including carpentry, sheet metal work, masonry, and machine shop.

1.d.3/ Automotive Engineering Building – 7,350SF: A single storied building for automotive training including open garage area.

1.d.4/ Principal’s Residence Building – 1,500SF: A single storied building with three bedrooms, living room, dining room, kitchen and bathroom with built-in toilet.



1.d.5/ Visitors Quarter's Building – 1,500SF: A single storied building with three single rooms each with built-in bath and toilet.

1.e. Weligama

1.e.1/ Administration Building (main Building) – 6,000SF: Two storied building for administration and information center including a library, communication technology (computer lab), drafting, jewelry work, mechanical (A/C) repair, industrial management, and electric shop.

1.e.2/ Engineering Building – 2,862SF: A single storied building for civil engineering training including carpentry, sheet metal work, masonry, and machine shop.

1.e.3/ Automotive Engineering Building – 7,350SF: A single storied building for automotive training including open garage area.

1.e.4/ Principal's Residence Building – 1,500SF: A single storied building with three bedrooms, living room, dining room, kitchen and bathroom with built-in toilet.

1.e.5/ Visitors Quarter's Building – 1,500SF: A single storied building with three single rooms each with built-in bath and toilet.

1.f. Ahangama

1.f.1/ Administration Building (main Building) – 6,000SF: Two storied building for administration and information center including a library, communication technology (computer lab), drafting, jewelry work, mechanical (A/C) repair, industrial management, electric shop, and a 50,000 gal water storage tank.

1.f.2/ Engineering Building – 2,862SF: A single storied building for civil engineering training including carpentry, sheet metal work, masonry, and machine shop.

1.f.3/ Automotive Engineering Building – 7,350SF: A single storied building for automotive training including open garage area.

1.f.4/ Principal's Residence Building – 1,500SF: A single storied building with three bedrooms, living room, dining room, kitchen and bathroom with built-in toilet.

1.f.5/ Visitors Quarter's Building – 1,500SF: A single storied building with three single rooms each with built-in bath and toilet.

1.g. Talalla Vocational Training Center

1.g.1/ Career Counseling Building – 3,250SF: A single storied building for career counseling and learning resource and electrical section.

1.g.2/ Refrigeration Building – 1,500Sf: A single storied machine shop building for refrigeration unit.

1.g.3/ Restaurant/Catering Building – 2,200SF: A single storied building with kitchen, serving as a restaurant and to provide for catering services.

1.g.4/ Automotive Engineering Building – 3,200SF: A single storied building for automotive training including open garage area.

1.g.5/ Plumbing, Masonry and Landscaping Building – 2,400SF: A single storied building to provide for plumbing, masonry and landscaping training.

1.g.6/ Administration Building – 6,000SF: A single storied building for with canteen, library and latrine.

1.g.7/ Quarter Master Resident – 1,500SF: A single storied building with three bedrooms, living room, dining room, kitchen and bathroom with built-in toilet.

1.g.8/ Visitors Quarter's Building – 1,500SF: A single storied building with three single rooms each with built-in bath and toilet.

1.g.9/ Elevated Water Storage Tank: A 50,000 gallon capacity elevated concrete water storage tank.

1.h. Nintavar

1.h.1/ Building No.1 – 9,000SF: A three storied technical building for automotive training which will include a service station and study rooms.

1.h.2/ Building No.2 – 9,000Sf: A three storied building with class rooms used for technical instructions, which will include study rooms.

1.h.3/ Building No.3 – 9,000SF: A three storied building with class rooms used for technical instructions, which will include study and sleeping rooms.

## **2. Design Services.**

The contractor shall provide professional design of a full architect's services all inclusive but not limited to preliminary services, and Basic services in accordance with Conditions of Engagement & Mandatory Minimum Scales of professional Fee and Charges & Form of Agreement between owner and architect, Dated 8 March 98 by Sri Lanka Institute of Architects, and all labor and materials, equipment, and transportation of construction of the for the vocational training center facilities.

2.1 Design services shall be performed by a member of Sri Lanka Institute of Architects with at least 8 years of Sri Lanka practice and training, engineers and other professionals and selected and paid by the contractor. The professional obligations of such persons shall be undertaken and performed in the interest of the contractor.

2.2 Construction services shall be performed by qualified construction contractors and suppliers, selected and paid by the contractor and acting in the interest of the contractor. Nothing contained in Paragraph 2.1 shall create any professional obligation or contractual relationship between such persons and the Government.

2.3 The contractor shall be responsible to the USAID for acts and omissions of the contractor employees and parties in private of contract with the contractor to perform a portion of the work, including their agents and employees.

2.4 Field Investigation and Determination of As-Built Conditions: The contractor shall be responsible for conducting field investigations and determination of as-built conditions required for the development of design documents. The contractor shall be responsible for verifying and updating all information on these drawings as required for the project. Any failures or delays incurred due to untimely action by the contractor in the determination of as-built conditions shall not relieve the contractor from meeting the performance period specified in the contract. The as-built drawings are attached at Attachment 1.

2.5 Attending Meetings/Conferences: The contractor shall be represented at all meetings/conferences called by the USAID's Project Manager, herein referred to as "PM", which are required for the purpose of establishing design criteria, determining as-built conditions, and/or for resolving comments or problems. These meetings/conferences shall be attended by all major disciplines or as required for subject matters being discussed. The contractor shall be required to provide a record of all conferences, meetings (including the pre-design minutes), discussions, verbal directions, telephone

conversations, etc., participated in by the contractor and/or his representatives on matters relative to the project. These records, entitled "CONFIRMATION NOTICES," shall be numbered sequentially and shall fully identify participating personnel, subject(s) discussed, and conclusions reached. The contractor shall forward it to the USAID PM, within five (5) working days. The minutes of the design minutes shall be forwarded to the USAID PM not later than two (2) working days after the meeting. The USAID PM will write the final design minutes.

### **3.0 Proposal Submittal Requirements**

- a. SF 330 – Architect and Engineer’s Qualification
- b. Survey of facilities requirement
- c. A complete Preliminary Services IAW Sri Lanka AIA Architect services
- d. Economic Analysis
- e. Validation and Recommendation of the Facilities Requirement

3.1 Outline specifications covering all contemplated construction materials and equipment to be incorporated into the project by using the current Sri Lanka AIA guide specifications and a brief description of all material and system selections within each specification section including product and equipment list and catalog cuts & literature.

3.2 Network Analysis Schedule: From the award to the completion of the construction. The building construction must be completed by September 30, 2008.

3.3 Construction Cost Estimate broken down according to the project bid schedule. As a minimum, proposed construction amount shall be summarized to reflect options and type of funding appropriations when applicable. A detailed breakdown of the work shall be listed that reflects the proposed drawings and specifications.

3.4 Submittal Format: One original plus six copies and one CD-ROM in PDF format design submittal.

4.0 Preparation of Final drawings and Specifications: The contractor shall perform all work necessary for preparation of final (90%) design, backcheck (95%) and contract design (100%), specifications, design analyses, and interior and exterior material/color selections. The final design and contract documents shall be submitted in accordance with the DESIGN SUBMITTALS/REQUIREMENT/SCHEDULES. All comments made on the final design must be resolved and incorporated into the contract documents.

4.1 Preparation of Drawings: The contractor shall prepare final design and contract drawings and shall be complete and ready for construction. The final drawings shall be prepared using the Computer Aided Design and Drafting (CADD) using either Intergraph or AutoCad.

4.2 Preparation of Specifications: The contractor shall submit final technical specifications including List of Drawings, Government-Furnished Property, completed Submittal Register, and Table of Contents for Technical Specifications. The specifications shall be clear and complete description of the work portrayed in the final design. For the 100% submittals, the design builder shall submit on 3-1/2" diskettes on Microsoft Word. The design builder shall also submit the Submittal Register data file on a separate 3-1/2" diskette. The original specifications shall also be submitted at the 100% phase.

4.3 Preparation of Design Analysis: The contractor shall expand the design analysis prepared in the concept design to support all work portrayed in the final (90%) design and 100% construction documents. Computations may be done by hand, and sketches may be freehanded. Copies of all pertinent technical correspondence shall be included in the Design Analysis.

4.4 Award of the contract is not to be construed as USAID’s approval. Catalog cuts of interior finishes, ornamental lighting fixtures, plumbing fixtures, windows, doors, architectural hardware, elevator and tile should be furnished.

4.5 A network analysis schedule for construction shall be furnished.

4.7 USAID reserves the right to approve materials used under this Contract.

4.8 USAID review period for the 90% design submittal shall be 14 calendar days and the Government review period for backcheck (95%) submittal shall be 7 calendar days.

## **5.0 Design Criteria**

### **5.1 General**

5.1.1 The architect or engineers hired by the contractor shall perform all work necessary for preparation of the proposal (15%) as well as 100 % construction documents based on applicable technical criteria and as built drawings at Att. 1.

5.1.2 The contractor shall select all contemplated construction materials and equipment using the current Sri Lanka AIA Guide Specifications.

### **5.2 Civil and Structural Requirement**

### **5.3 Architectural Requirement**

#### **5.3.1 Building Design**

5.3.2 Fire Protection Work: Provide fire protection system in accordance with Section J.8. Following areas should be considered to meet fire protection and life safety requirements: Type of construction, height and area limitation, building separation, fire resistive construction, flame-spread and smoke developed ratings, means of egress, special hazard protection, standpipe systems and fire extinguishers, public address system, fire alarm and detection systems and connection.

5.3.3 Leadership in Energy and Environmental Design (LEED): Shall incorporate all possible LEED features and components to accomplish the goals stated below. See <http://www.usgbc.org/DisplayPage.aspx?CategoryID=19>. The goals and objective of sustainable design for this project are: To use resources more efficiently, minimize raw material resource consumption, including energy, water, land and material both during the construction process and throughout the life of the building, create a healthy and productive work environment for all who use the building. The offeror shall conform to the requirements of the Sri Lanka Environmental Conscience Construction Approach concept as defined by the Sri Lanka Institute of Architects, and the minimum of Gold level shall be achieved by applying the LEED-NC scoring system.

#### **5.3.3 Handicap accessibility:**

### **5.4 Mechanical/HVAC Requirements**

### **5.5 Electrical Requirement**

## **6. List of Attachments**

**c.(1), (2), AND (3) FISHERY HARBORS & INFRASTRUCTURE**

Design and construct a mixture of repair, replacement, and new structures and facilities impacted by the tsunami. The projects sites are located at Hikkaduwa, Mirissa, and Puranawella (Dondra). The work will consist of repair and improvement of harbor facilities and will include, repair and improvements to breakwater, repair of wharf facilities, addition of floating docks, shoreline work, dredging, and blasting. New developments include fish flash freezing facilities, waste and wastewater processing facilities, fuel supply facilities, security improvements, and other improvement to other commercial fisheries related structures. Section J.7 includes the details of the work.

The increased berthing area within the harbor basin, improved facilities for fish unloading and improvements to other off shore activities (fish auction, net mending, weighing and data collection of fish catch etc) will boost the fishing industry. Present wastage in the fish industry due to poor handling and weaknesses in the storage is estimated at 30% - 40%. Adopting the high standards will enable the fishing industry to sell the products at a higher value to export market, reduce their loan burden and bring positive impacts on social and economic conditions of the community.

Community led or participated activities, sustainable fishing activities, and other activities that benefit the greater population of the area to be built in wherever possible and as identified by the community and local partners.

**Training and Capacity Building**

The contractor will conduct an assessment of the existing capacity to operate, repair and manage each harbor and associated facilities. The activity will guide the development of training materials, operational handbooks, repair/trouble shooting manuals, and environmental monitoring and mitigation protocols. The contractor will train future management, operational and engineering staff in effective operation, repair and management of the harbor and associated facilities.

In consultation with local stakeholders, local government authorities, the Ceylon Fishery Harbour Corporation, the Department of Fisheries and other relevant government authorities, the contractor will prepare a financial management plan for harbor operations that includes feasible ideas and options for revenue generation and cost recovery. The financial business plan should ensure financial resources and sufficient revenue streams to: manage and operate the harbor; establish appropriate reserves to finance any future necessary repairs or expansion; finance safety-at-sea training for users of the harbor and small fishers in the area; finance a fisheries officer to regularly collect catch data, fishing effort and other relevant information needed for fisheries management.

In consultation with stakeholders and the Ceylon Fishery Harbour Corporation, the contractor should present financial and feasibility options for installing an appropriate communication system that could be used to convey weather and natural hazard warnings to large and small boats.

To the degree practicable, the contractor and sub-contractors will provide apprenticeship opportunities to local youth and adults during the design and construction process. Sustainable environmental management systems will be in place and operating upon completion of the project.

**Coastal Zone Resource Management**

A program is envisioned to facilitate the reconstruction and sound coastal development at the national, provincial, district and local levels. It will complement the infrastructure components of the Mission's reconstruction efforts in four geographic areas. In each site, the participatory coastal zone management program will improve stakeholder involvement and ownership of the resource decision-making process and strengthen the capacity of local government authorities to govern responsibly and promote sound coastal development.

In each area, the program will utilize participatory approaches to create a unified vision for action and sound development, facilitate reconstruction efforts by strengthening capacity of local government authority and community groups, promote sustainable livelihoods and development, and mitigate future disasters.

At each program site (Dondra, Marissa and Hikkaduwa), the contractor will assist the local government authority to design/implement/facilitate a highly participatory but rapid planning process involving stakeholders; facilitate consensus among stakeholders (including local and other government authorities) on a vision to guide reconstruction and future development decisions, livelihood options and quality-of-life issues; identify priority actions; and develop an action plan and roles and responsibilities in implementing the plan. The actual activities carried under this contract should result from this participatory planning process.

**Guiding Principles:**

The Participatory Coastal Management Program will, where appropriate, incorporate the principles of the GSL Tsunami Needs Assessment and Recovery Strategy. These include sensitivity to conflict, responding to identified needs, designing and implementing at the lowest appropriate tier of governance, empowering communities, communicating and transparency in decision-making, avoiding rebuilding existing vulnerability to natural hazards, and coordinating among GSL, donors, NGOs and civil society.

**Illustrative Activities:**

- At Hikkaduwa – facilitate community participation in developing a tourism plan to increase appeal of town, share benefits, provide public access, and reduce potential conflicts between tourist sector and other sectors, such as fishers.
- Facilitate discussions with small scale fishers to identify one or more action priorities to meet their needs.
- Incorporate/design conflict mitigation and dispute resolution techniques into action plan and planning process, in preparation for land boundary, zoning, setback, and other disputes; develop strategy for moving resettlement and construction of housing forward quickly.
- Conduct rapid and more detailed assessments (as necessary) on the social, economic, and environmental post-tsunami contexts as the basis for sound planning
- Facilitate community awareness of and access to the range of opportunities for restarting or diversifying livelihoods, including opportunities related to tourism, fisheries, agriculture, aquaculture, craft-making, or other vocational pursuits and link with other USAID and donor programs
- At Hikkaduwa – facilitate community participation in developing a tourism road map to increase appeal of town, share benefits, reduce environmental impacts and reduce potential conflicts between tourist sector and other sectors, such as fishers.
- At Hikkaduwa – promote sustainable nature tourism and strengthen Hikkaduwa National Park management.
- Explore potential of establishing internet access at each harbor for general community to use; also for weather and hazard warnings; for checking fish prices, etc.
- Explore potential to improve fisheries management, increase sustainability, and assist the MFAR implement its strategy for co-management at both the national and local level.
- For each demonstration area, prepare base maps at an adequate scale to assess potential risk from coastal hazards and develop mitigation plans.
- Link national plans for Early Warning System to PCZM program, using four areas as demonstration sites:

- Develop/implement a public education/outreach strategy on the guiding principles of reconstruction, the need for sound planning, and hazard awareness and education; tailor the message and communication methodology to different target audiences at national, provincial, district and/or local levels.

**Begin Insert**

(Muttur – Trincomallee All Weather Access Road)

**End Insert**



**B. Construction Services****a. General**

The Contractor is fully responsible for construction and rehabilitation work carried out under the Contract. The Contractor shall, to the maximum extent practicable, subcontract with local firms. The preferred subcontract type is fixed price completion performance based. The Contractor shall be responsible for assuring that all required local approvals have been obtained; that the Sri Lankan government entity having appropriate jurisdiction has indicated its willingness to accept the works upon completion and that all applicable requirements of the contract have been fully satisfied. The Contractor shall be fully responsible for the performance of its subcontractors, and shall inspect, certify and make payments to its subcontractors.

**b. Prequalification**

The Contractor shall establish Prequalification Procedures and Guidelines for the prequalification of subcontractors. The Prequalification Procedures shall be approved by USAID. Prequalification shall be used to assure that the Contractor's construction activities are carried out by qualified firms. The contractor shall collect information with regard to the capacities and capabilities of local construction firms and materials suppliers, in order to assure the selection of responsible and responsive subcontractors and suppliers to carry out the works. In prequalifying and selecting local contractors, full consideration will be given to such factors as construction experience, prior work in the area, ability to furnish equipment and skilled and unskilled labor, and financial capacity.

**c. Tendering**

The Contractor shall establish selection criteria and a selection process for local construction firms and materials suppliers. To the maximum extent possible, competitive procurement, using procedures acceptable to USAID, shall be utilized in selecting local contractors. Given a possible shortage of qualified contractors and the fact that programs of other donors may also place demands on available resources, a high level of competition may not always be possible; however, every effort should be made to survey and encourage participation from a broad base of qualified firms.

**d. Subcontractor Selection**

The Contractor shall have full responsibility for selecting its subcontractors for construction and suppliers of materials, and for the performance of its subcontractors and materials suppliers. Construction of eligible projects will be carried out primarily by Sri Lankan private sector firms. NGOs may also participate on a competitive basis. While private sector construction firms are preferred, pursuant to ADS 310.5.5 b and 22 CFR 228.54 (a) and (c), USAID strictures against utilizing government-owned companies may be waived when no reasonable alternative exists.

**e. Construction Subcontract Approval/Job Orders**

USAID will approve subcontracts for construction and materials procurement through the issuance of Job Orders. The Contractor shall bundle construction subcontracts to the maximum extent practicable to minimize the number of Job Orders. The Contractor shall submit Recommendations to Award to USAID. The Recommendation to Award should include the Contractor's analysis of tenders and cost, the draft subcontract(s) and construction schedule(s). The Contracting Officer's issuance of a Job Order to the Contractor will constitute approval to proceed with award of the subcontract(s).

**f. Subcontract Financing for Construction and Materials Procurement**

The Contractor will provide funding for payments to subcontractors and if necessary to materials suppliers. USAID payment to the Contractor for subcontracts will be on a reimbursable basis.

**g. Program Monitoring**

The Contractor shall be responsible for programmatic monitoring. Bi-weekly Activity Status Reports, Quarterly Progress Reports, and quarterly activity reviews in conjunction with the quarterly 24-month work plan reviews will serve as the formal vehicles for assessing program management and progress in the implementation of the SLTRP. Among the monitoring issues will be construction progress, any environmental concerns, disbursement of funds, and cooperation of local and/or national authorities with project implementation. Frequent contact with USAID program staff will be essential to assure that all problems are quickly identified, resolved and do not impede construction.

**h. Cost Control Reporting System**

The Contractor shall develop a cost control reporting system to monitor progress of cost versus budget for each task in the program.

**i. Quality Control (QCP) and Quality Assurance (QAP) Programs**

The Contractor shall establish a Quality Control Program (QCP) which will be an integral component of the management of the subcontractor's construction activities. The Contractor shall develop and submit to USAID for approval a comprehensive listing of criteria for development of the QCP. The clear authority to stop work of subcontractors carrying out projects under the SLTRP shall be bestowed upon and exercised by the Contractor. Subcontracts shall require the subcontractor to establish a Quality Assurance Program (QAP). The Contractor shall assist each subcontractor regarding the development of Quality Assurance Programs. The Contractor shall audit the QAP as established by each subcontractor.

**j. Contractors Construction Manual**

The Contractor shall prepare a construction manual, which will set forth guidelines and requirements for the subcontractor's working relationship with the Contractor. All standard forms required by USAID shall be included in this manual as well as the appropriate procedures and forms that the Contractor may propose to facilitate the monitoring of the contracts. This manual should be provided to each subcontractor at the time each subcontract is executed.

**k. Pre-Construction Conferences**

The Contractor shall conduct pre-construction conferences with each project subcontractor to acquaint key personnel, local authorities and inspectors and other involved parties with the procedures, lines of authority and the interrelationship with the monitoring activities of the Contractor, USAID and others. This conference shall take place shortly after the subcontract is executed.

**l. Construction Risk Management Program (CRMP)**

The Contractor shall develop and submit for USAID approval a Construction Risk Management Program (CRMP). The CRMP will establish a "base-line" of prior existing conditions on the Work sites and those areas adjacent or otherwise, to the Work sites which can be affected in some manner by the Work activities. With approval of USAID, a CRMP may not be necessary where the project is relatively small.

The CRMP shall include, but not be limited to the survey, measurement and recording of the following parameters as may be appropriate to the project: ground and structural elevations; ground water levels; soil conditions; vertical alignment of structures and other conditions effecting construction. The Contractor shall regularly review the subject logs and immediately discuss with the pertinent subcontractors and USAID, any findings determined to require consideration of a change in method of construction or some remedial action.

**m. Notices To Proceed and Notices To Commence**

The Contractor shall prepare and issue Notices To Proceed and Notices to Commence for the subcontracts. Prior to issuing any Notice To Commence, the Contractor shall certify that, in accordance with the pertinent subcontract, the subject subcontractor has submitted a Quality Assurance Program (QAP) and, when applicable, a Construction Risk Management Program (CRMP) for the work involved and the Contractor has approved it. Any dependency on work being done by others is to be specified.

**n. Delays**

The Contractor shall advise USAID of any potential delays due to the subcontractor's performance and other reasons and recommend steps to mitigate and alternatives to overcome such problems.

**o. Safety Program**

The Contractor shall audit/monitor the Safety Program procedures established by each subcontractor.

**p. Imported Items**

In cases where the Contractor or subcontractors procure imported items, the Contractor shall ensure compliance with the source and origin rules applicable to this contract. In order to expedite progress, the Contractor may provide procurement assistance (advice on sourcing and procurement procedures) and procure items that are to be supplied to its subcontractors. This may be appropriate when the Contractor can more efficiently procure imported items or when the Contractor can procure material or items in bulk which is then furnished to several subcontractors.

**q. Materials Procurement**

The Contractor shall develop and maintain a Materials and Equipment Inventory and Tracking System. This system shall be developed by the end of the third month of the contract. The system should be all inclusive in enabling the Contractor to inventory equipment, provide financial information on Contractor procured materials and equipment, identify distribution of materials and equipment, and identify location, ownership and utilization status.

**r. Security Plan**

The Contractor shall develop a security plan to safeguard all project operations and to comply with all United States Government regulations. The plan is to be implemented and maintained by all subcontractors.

**s. Project Coordination**

The Contractor shall coordinate with USAID, other donors, and host government officials as required to carry out the program. The Contractor shall also coordinate with other USAID contractors and programs. In cases where related infrastructure or services are also under construction, the Contractor shall closely monitor construction progress in order to assure proper coordination. Technical problems or issues which cannot be easily resolved by the Contractor will be immediately brought to the attention of USAID. Political problems, land ownership problems or other problems of a non-technical nature will immediately be directed to USAID for resolution.

**t. Inspection, Measurement & Construction Monitoring**

The Contractor and its subcontractors shall inspect, measure, and monitor all materials and equipment testing, and all construction activities associated with this project to verify that these contracts are executed in accordance with the contract conditions and are consistent with good engineering practices. In this regard, the Contractor shall:

1. Provide qualified technical and administrative site staff that is necessary to perform all services related to this contract.

2. Review the subcontractors' construction schedules, for compliance with the contract documents, and accept or reject the subcontractors' construction schedules. The Contractor shall integrate the subcontractors' schedules into the overall schedule contained in the month work plan and implementation schedule.

3. Hold monthly meetings with the subcontractors which may be attended by USAID representatives to review the progress of work; record and distribute minutes and decisions; and, hold monthly meetings with USAID to keep them informed on critical matters verbally and in monthly written reports. If required, USAID may call meetings more often than monthly.

4. Coordinate all construction work efforts with appropriate local officials or representative of utilities.

5. Procure building materials directly when necessary and appropriate to further project construction.

6. Review subcontractor submittals for compliance with the contract documents and specifications. Accurate records shall be maintained relative to date due, date received, date review completed, date returned, and/or any action required.

7. Conduct, as necessary, inspections of the project site to determine the environmental setting and assess the potential for impact as a result of project implementation.

8. Receive, review and ultimately approve, the following documentation as appropriate:

\* development rights and obligations; \* environmental certification; \*implementation plans, work plans and schedules; \* operating and maintenance manuals; \*quality assurance programs; \*dilapidation surveys; \* safety program and procedures; \* subcontractor procurement programs; \* start-up procedures; \*guarantees and warranties; \* bonds and certificates of inspection which are to be provided by the subcontractors in accordance with their contract documents; \* other documents submitted by subcontractors in accordance with their contract documents.

9. Periodically inspect and verify monuments, control lines, coordinates and benchmarks that constitute the principal survey references for the job sites.

10. Inspect and verify the location, dimensions, and orientation of utility lines, facilities and structures.

11. Monitor work performed by the subcontractors for compliance with the drawings, specifications, contract documents and acceptable engineering practice. Take such action as is appropriate to require each subcontractor to carry out acceptable corrective measures where required. Issue Defect Notices if required.

12. Prepare necessary sketches, designs, and cost estimates for changes.

13. Review, approve and monitor subcontractor's Quality Assurance Programs (QAP), established for each subcontract. This program will cover the inspection and testing of all materials and equipment as well as all construction activities related to the project. It will be the subcontractor's responsibility to arrange for inspection and testing of materials and equipment by an inspection service satisfactory to the Contractor.

14. Review and note any exceptions relative to the results of the on-site inspection program and QAP. Instruct subcontractors to take the actions necessary to resolve any exceptions that are noted and report such activities in the Monthly Progress Report.

15. Make regular measurements of all quantities of work performed by the subcontractors.

16. Establish and maintain an up-to-date inventory of on-site equipment and materials to be installed in the project.

17. Maintain at the Main Office and each project site an Inspector's Daily Log and other records.

18. Prepare construction progress photo albums containing before and after photos for each project. Each photo is to be identified as to project, location, activity/subject matter, date, time and photographer.

19. Monitor for compliance the Construction Risk Management Program (CRMP) implemented by each subcontractor and alert USAID if there are significant changes taking place and make recommendations as to what action if any should be taken.

20. Maintain a complete set of "marked-up" drawings of the project. The Contractor shall compare these drawings with the final "As-Built" Record Drawings to be submitted by the subcontractors and reconcile any inconsistencies.

21. Confirm that subcontractors can provide services as may be required during warranty period on supplies, equipment, construction and finishing.

22. Conduct a Final Inspection and Performance Evaluation for each of the subcontracts. A team of experts, selected from the Contractor's staff, shall evaluate the technical performance of the facilities, and examine all work for completion and conformance to contract requirements. Witness all final performance tests. All final inspections and/or performance tests shall be performed in the presence of USAID representatives, at USAID's discretion. USAID will be given written notice not less than seven (7) calendar days prior to any final inspections and/or performance tests. However, in the event that the representatives of USAID are not available for a period in excess of fourteen (14) calendar days, from the date of the written notification, the Contractor may, with the written approval of USAID, proceed to perform the necessary inspections and tests without USAID's presence being required. A Site Completion report shall be prepared by the Contractor describing any deficiencies in the performance of the facilities in detail (including a punch list). The report shall include a final inspection certificate and, if appropriate, a Recommendation of Final Acceptance. Four (4) copies of this report shall be supplied to USAID. Perform final inspections of all components and portions of the work for compliance with final punch list. Amend the Site Completion Report with the resolution of final punch list items.

23. Environmental Mitigation Measures:

24. Vocational Education Facilities:

u. Unit Acceptance, Site Turn-over and Warranty Period.

The Contractor shall accomplish or otherwise provide the following:

1. Ensure proper commissioning for each site facility;

2. Ensure that all equipment, systems construction and finishings have a one-year after turn-over warranty and that this warranty is supported by and the responsibility of the subcontractor.

3. In accordance with procedures approved by USAID turn over facilities to the proper party with the appropriate one-year warranty.

4. Provide proper authorities with copies of "as built" drawings, operation manuals, warranty documents and other documents required by host country law.

v. Determinations, Certifications and Payments

1. Review and certify the requests for payments submitted by subcontractors. At the completion of construction of each subcontract, review the calculations for the final payment to the subcontractor, accounting for all guarantees, warranties and retainage in accordance with the actual work performed. A final subcontractor report will be submitted to USAID referencing the Site Completion Report and certifying that to the best of the Contractor's knowledge and belief the work has been completed in an acceptable manner and shall make a recommendation for complete payment and release of retention sums.

2. Determine the value of the Works at the date of termination, in the event of the termination of any contract(s).

w. Changes

1. The Contractor shall evaluate, administer and present recommendations on requests for all Variation Orders from its subcontractors, to USAID for approval.
2. Without prior USAID concurrence, the Contractor may issue a Field Order for minor subcontract variations which do not involve extra cost or an extension of time. All Field Orders must be consistent with the purpose of the project. A written copy of each Field Order will be submitted to USAID for their information.

x. Claims

1. The Contractor shall manage all subcontractor claims and provide expert advice regarding their handling. The Contractor shall review these claims and justifications for extensions of time or compensation for additional work for unusual conditions on an expedited basis, and document their management with a detailed written analysis and recommendation. If the claim cannot be resolved, USAID shall be consulted and the subcontractor shall initiate the dispute resolution action called for under the subcontract.
2. In conjunction with the Contractor's development of the model contract and tender documents, the Contractor shall propose a dispute resolution process that shall be approved by USAID in conjunction with approval of the model documents.
3. The Contractor shall maintain files on an item by item basis, which in their opinion, are Potential Variation Orders and/or Potential claims. The Contractor shall promptly notify USAID of potential claims.
4. The Contractor shall cooperate with, provide assistance to and otherwise expedite the activities, requests and logistic needs of the members of the dispute resolution board.

[END OF SECTION C]

**SECTION D - PACKAGING AND MARKING**

**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**SECTION E - INSPECTION AND ACCEPTANCE****E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Sri Lanka Mission  
44 Galle Road  
Colombo 3

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.



**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.247-34	F.O.B. DESTINATION	NOV 1991

**F.2 DELIVERY SCHEDULE**

(REF. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984), FAR 52.211-10)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receive the notice to proceed (NTP), (b) prosecute the work diligently, and (c) complete the entire work ready for use in accordance with the schedule set forth below. The time stated for completion shall include final cleanup of the premises.

<b>Delivery Schedule</b> <b>(as of May 3, 2005)</b>		
Item No.	Description	No. of Calendar Days After Receipt of NTP **
1.	Design & construction of Arugam Bay Bridge	
2.	Design and construction of Arugam Bay Bridge approach road.	
2.a	Design and construction of Arugam Bay lagoon coastal bypass road	
3.	Identification, design and construction of potable water supply & distribution system for Pottuvil.	
3.a	Identification, design and construction of potable water supply & distribution system for Panama.	
3.b.	Design & construction of sewage treatment and disposal system for Pottuvil.	
4.	Construction of Mutur -Trincomalle road (approx. 20 kms.)	
5.	Design & rehabilitation and construction of fishery harbor and infrastructure at Hikkaduwa.	
6.	Design & rehabilitation and construction of fishery harbor and infrastructure at Mirisa.	

7.	Design & rehabilitation and construction of fishery harbor and infrastructure at Dondra Puranwella.	
8.	Design & rehabilitation and construction of up to 12 vocational education facilities	
9.	Design and construction of 2 model vocational education facilities	
10.	Conduct of Environmental Assessments (EAs) for project sites.	
11.	Implementation of mitigation measures identified by the EAs	
12.	Procurement services for vo-ed replacement inventory	
13.	Technical assistance in vocational education curriculum & instruction.	
14.	Technical assistance in collaborative & participatory Coastal Zone resource management	

**\*\* Note: Completion dates will be established in the executed job orders.**

### **F.3 PERIOD OF PERFORMANCE**

The period of performance for this contract is effective from the date stated in block 31 through March 31, 2008.

### **F.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. Standards of the infrastructure and construction, rehabilitation, repair and upgrading shall be in accordance with internationally accepted standards for the type of work undertaken and equipment furnished. The contractor will ensure that its subcontracts require the applicable standards as well as any directed by the CTO, and that work is completed in compliance with those standards.

### **F.5 REPORTS AND DELIVERABLES OR OUTPUTS**

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Upon contract award, the Contractor will deploy a technical and logistics team to Colombo to meet with USAID and to develop a comprehensive 12-month implementation plan for USAID review and approval prior to full scale mobilization. This plan will be based on USAID priorities already identified in the contract.

The Contractor shall submit a Preliminary Assessment Report to USAID for each project recommended for inclusion in the Program. The Preliminary Assessment Report shall include a description of the proposed work, an evaluation of benefits, a cost estimate and a preliminary design. The information should include sufficient detail to convey an understanding of the work needed and fundamental design concepts, including photographs, drawings, tables, charts, etc. A summary discussion shall also be presented regarding the environmental impacts of the project and recommended

mitigating measures (see Section C.). After review of the report the USAID CTO or the CO will provide written notification to the Contractor of approval, conditional approval or disapproval.

## **F.6 PROGRESS REPORTING REQUIREMENTS**

## **F.7 LEVEL OF EFFORT**

(a) The contractor shall devote person-hours level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below.

(b) The number of person-hours for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

(c) The level of effort by labor category is given in Attachment.

## **F.8 KEY PERSONNEL**

A. The key personnel that the Contractor shall furnish for the performance of this contract are as follows:

Name	Title: Chief of Party/Project Manager
------	---------------------------------------

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

## **F.9 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI**

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse  
8403 Colesville Road, Suite 210  
Silver Spring, MD 20910

Telephone Number (301)562-0641  
Fax Number (301)588-7787  
E-mail: docsubmit@dec.cdie.org  
<http://www.dec.org>



**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)**

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures [Document Number: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering,

and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

## **G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

USAID/India/RCO (West Bldg.)  
American Embassy  
Shantipath, Chanayapuri  
New Delhi-110 021  
INDIA

Telephone: 91-11-24198000, extension 8796

Internet Email: IndiaRCO@usaid.gov

## **G.3 COGNIZANT TECHNICAL OFFICER (CTO)**

The name Cognizant Technical Officer is and his or her designee shall be provided in a CO Administrative Letter immediately after award of the contract. The person will be physically resident in Colombo, Sri Lanka at the USAID Mission.

Telephone: 94-11-2472855

## **G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Separate reports documenting performance on a semi-annual and annual basis will be prepared based on these quarterly reviews. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**G.5 PAYING OFFICE**

The paying office for this contract is:

Controller  
RFMO  
USAID/India  
Department of State  
9000 New Delhi Place  
Washington, DC 20521-9000

or

Controller, RFMO  
U.S. Embassy/USAID  
West Building  
Shantipath, Chanakyapuri  
New Delhi-110 021  
INDIA

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal:

Operating Unit:      USAID/Sri Lanka

Strategic Objective: EG

Team/Division:      EG

Benefiting Geo Area: SL

Object Class:

Amount Obligated:



## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

### **H.2 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Sara Payne or Diane Proctor  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: (703) 354-0370  
E-Mail: [www.rutherford.com](http://www.rutherford.com)

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, contractors are required to provide Medical Evacuation coverage. USAID suggests that contractors satisfy this contract requirement in the most efficient manner, or by accessing the following link that is provided as a courtesy [<http://travel.state.gov/medical.html>].

Medevac services costs are allowable as a direct cost.

### **H.3 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 000 and 935.

**H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION  
TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

**H.5 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

**H.6 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have the necessary language proficiency to perform technical services.

**H.7 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING  
REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY  
CONTRACTING REPORT**

The Contractor's subcontracting plan dated [to be proposed] is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business  
Utilization  
Room 7.08 RRB  
Washington, D.C. 20523

**H.8 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

**H.9 REPORTING OF FOREIGN TAXES**

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: USAID/India/RFMO, Shantipath, Chanakyapuri, New Delhi-110 021, INDIA.

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

## **H.10 SUPPORTING USAID DISABILITY POLICY (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. The internet address to view the full text of the FAR is as follows: <http://www.arnet.gov/far/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT ALTERNATE I (FEB 1997)	FEB 2002
52.216-9	FIXED FEE--CONSTRUCTION	MAR 1997
52.216-24		
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR 1984
52.216-25	CONTRACT DEFINITIZATION	OCT 1997
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW ALTERNATE I (AUG 2003) AND ALTERNATE II (AUG 2003)	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-17	EVALUATION OF FOREIGN CURRENCY OFFERS	FEB 2000

**SECTION I**

52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-4	CONSISTENCY IN COST ACCOUNTING PRACTICES	AUG 1992
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2003
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.236-28	PREPARATION OF PROPOSALS-CONSTRUCTION	OCT 1997
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST-REIMBURSEMENT ALTERNATE III (APR 1984)	AUG 1987
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2004
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-13	INSPECTION – DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG 1996
52.246-25	LIMITATION OF LIABILITY-SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.248-3	VALUE ENGINEERING--CONSTRUCTION	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE I (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS**

752.202-1 DEFINITIONS

752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

**I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

#### **I.4 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS FEB 2000**

The source of any currency exchange rate is found at <http://www.exchangerate.com/>.

#### **I.5 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of , or from which the Contractor or any subcontractor under this contract is exempt under the laws of , shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

#### **I.6 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.



(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to --

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefore must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

- (i) Reduction of the amount of any subsequent certified application for payment; or
- (ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--
  - (A) The amounts withheld under paragraph (e)(1) of this clause; and
  - (B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

- (i) The day the identified subcontractor performance deficiency is corrected; or
  - (ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.
- (f) Third-party deficiency reports--

(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost- reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### **I.7 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least [to be proposed] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

#### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

#### **I.9 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows: n/a

#### **I.10 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any AIDAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

AIDAR 752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

### **L.11 AIDAR 752.7005 - SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org) ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

**I.12 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

**I.13 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
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ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA

A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at [http://www.USAID.GOV/procurement\\_bus\\_opp/procurement/forms/](http://www.USAID.GOV/procurement_bus_opp/procurement/forms/)

ATTACHMENT 5 – DISABILITY AND PHYSICAL INFRASTRUCTURE

USAID has a policy on standards for accessibility for people with disabilities in USAID financed construction that should be considered. It may be viewed by following this link:

[http://www.usaid.gov/about/disability/financed\\_construction.html](http://www.usaid.gov/about/disability/financed_construction.html)

The ATTACHMENTS are all available at the following link: <http://www.usaid.gov/in/WhatsNew/BGOpp.htm>

ATTACHMENT 6 – Arugam Bay

ATTACHMENT 7 – Fishery Harbors

ATTACHMENT 8 – Vocational Technical Centers

ATTACHMENT 9 – Environment Assessments

ATTACHMENT 10- Interested Parties List

ATTACHMENT 11- USAID Presolicitation Notice



**PART IV - REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
52.236-28	PREPARATION OF PROPOSALS--CONSTRUCTION	OCT 1997

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

## (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

### **K.3 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)**

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies. (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes: ☐ (i) Paragraph (b) applies. ☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

----- FAR Clause #	Title	Date	Change ----
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

#### **K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

### **K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:  
\_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

**K.7 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

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**K.8 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.9 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title\_\_\_\_\_

Signature\_\_\_\_\_ Date\_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT 2003
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAY 2001

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a (Cost-Plus Fixed Fee) contract resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:  
USAID  
American Embassy  
Chanakyapuri  
New Delhi - 110 021 INDIA

Mailing Address:  
USAID  
American Embassy  
Chanakyapuri  
New Delhi - 110 021 INDIA

Facsimile: 91-11-2498390  
Internet email: marcusjohnson@usaid.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.4 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)  
ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for May 11 and May 12, 2005

(c) Participants will meet at the work sites to meet with the cognizant Sri Lankan officials.

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY  
REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

**L.6 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)**

Portions of this solicitation are altered as follows: [to be completed by offeror, if applicable]

**L.7 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any AIDAR Acquisition Regulation (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**L.8 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to attachments (4MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or



(ii) via regular mail - sending paper copies of a technical proposal and one original and copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of three paper copies of a technical proposal and one original and two copies of a cost proposal or on CD-ROM to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

**(b) Submission of Alternate Proposals**

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

**(c) Government Obligation**

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

**L.9 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, **OVER 40 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (216mm by 297mm, A4 size paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

A. Personnel Qualifications/Availability Offerors shall clearly describe the professional qualifications of proposed personnel, including the Chief of Party and intermittent professionals. Qualifications for personnel shall include relevant formal training and professional experience, relevant field experience, project management, and experience as resident in developing, transition, and post-conflict countries. (It's preferred that the Chief of Party have experience as a resident in developing, transition (natural or man-made disaster recovery), or post-conflict countries). The offeror may include customer comments and commendations addressing an individual's past performance and reputation for effectiveness in providing technical assistance in developing, transition, and post-conflict countries. Availability of personnel, an important criterion, shall be clearly stated and availability of proposed personnel shall coincide with the timeframe of

staffing given in Section C. Contractor should give consideration to expatriates experts originally from the South Asia region (including Afghanistan) whose technical skills fully meet the requirements for technical credentials.

**B. Past Performance**

The Technical Evaluation Panel (TEP) will evaluate past performance for the Prime Contractor based on reference checks and relevant past performance information submitted, and may consider other past performance information. The Prime shall provide past performance references in accordance with the following:

(i) The Prime (and any subcontractors performing more than 20% of the total labor) shall submit a list no less than 5 previous and current contracts or subcontracts awarded within the last five years.

(ii) To ensure uniformity of information for conducting the reference checks, the contractors shall complete Part 1 (Blocks 1 through 9) of the Past Performance Report-Short Form for no less than 5 previous and current contracts or subcontracts listed (See Section J - ATTACHMENTS). The name of a point of contact, company name, telephone number(s) and email address, if applicable, for all contacts is required. It is recommended that the contractor alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested.

(iii) If the contractor encountered problems on any of the above mentioned contracts, they may provide a short explanation of the problem and the corrective action taken. Space is provided in Block 6 of the Short Form for this. The contractor should not provide general information on their performance.

(iv) The contractor may describe any quality awards that indicate exceptional capacity to provide the service or product described in the Statement of Work. Evidence of specific quality awards may be presented as attachments to the technical proposal. This information is not included in the page limitation.

Past performance evaluations by USAID will focus on the following criteria:

1. Quality of services provided;
2. Record of forecasting and controlling costs;
3. Adherence to contract schedules, including administrative aspects of performance;
4. History of reasonable and cooperative behavior and commitment to customer satisfaction of clients;
5. History of reasonable and cooperative behavior and commitment to customer satisfaction of end users (host country persons and institutions); and
6. Effectiveness of key personnel.

**C. Institutional Capability:**

Offerors shall demonstrate their institutional capability. If an offeror proposes a consortium approach, the formal relationships between/among firms with differing capabilities required to meet the requirements of this request shall be described, including universities or NGOs as partners in the proposal, where a predominant capability lies with that organization, is one means to demonstrate increased institutional capabilities. The offeror shall demonstrate the skills of the proposed organization(s) with regard to project management, implementation for results, and client relations.

The offerors shall demonstrate the ability to build and maintain relationships with host country counterparts and its ability to collaborate with USAID and other donors. The institutional capability analysis will consider demonstrated organizational experience in managing large-scale projects.

**D. Technical Approach:**

The Statement of Work (SOW) identifies key areas in which expertise will be required. The technical approach shall reflect an understanding of content and sequence of reforms in five areas indicated in the scope of work. Offerors will be evaluated on their approach toward achieving stated requirements, the consistency of the proposed approach with the stated goals and objectives, and innovative approaches to achieve desired policy and institutional reform outcomes.

The contractor's technical approach for carrying out the requirements in the SOW shall be presented in writing, and, at the option of the U.S. Government, orally. The written submission shall be submitted on the proposal due date with the rest of

the technical proposal and shall consist of the slides or other visual media which shall be used to make an oral presentation at a later date. The oral presentation must use the slides or other media submitted in the technical proposal as of the proposal due date and the substance may not be changed or supplemented. The Technical Evaluation Committee shall be instructed to disregard any changes or supplementations to the substance of the submitted information if presented during the oral presentation. The offeror's presentation may be delivered by more than one person. However, the proposed Chief of Party shall be one of the presenters.

The oral presentation shall not exceed 90 minutes and the presenter will be promptly cut off at 90 minutes. At the conclusion of the presentation, the Government will convene in order to determine what questions shall be posed with regard to the presentations. After the question and answer period, the meeting will be adjourned. The presentations will be held approximately one week after the proposals are due; the sequence of the presentations shall be determined by a random selection process. Offerors will be notified of the date of their presentations within 48 hours of the due date for proposals. The Government reserves the right to record the oral presentations in whatever manner it deems suitable in order to record the events for the purpose of later recall as needed during the scoring and evaluation process. The oral presentations shall not constitute discussions; however, the Government reserves the right to enter into discussions during this process if necessary. If so, discussions will be conducted with all offerors and shall follow the requirements of FAR 15.306.

### **L.9 INSTRUCTIONS REGARDING KEY PERSONNEL**

The: contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

### **L.10 [RESERVED]**

### **L.11 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

(a) Each offeror shall provide a budget for each line item listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

(b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) A completed Certificate of Current Cost or Pricing Data (see Section J of this solicitation) for itself and each subcontractor, if the subcontract will exceed \$500,000.

(This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to U.S. Federal or corporate country of residence tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

[End of Provision]

## **L.12 SMALL BUSINESS PARTICIPATION**

(a) As part of the evaluation of past performance in Section M of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and past contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB subcontracting plan or other similar small business incentive programs set out in your contract.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must do the following:

1. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar small business incentive programs set out in your contract(s).
2. To supplement the narrative summary in 1. above, provide with your summary a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which you were required to report for the past three years.
3. Provide us with the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her phone number, and e-mail address for each.
4. USAID reserves the right to obtain past performance information from other sources, including any SB concern you have not named [per (a)2.] or government agency.

(b) Small business concerns will not be evaluated favorably or unfavorably (consistent with FAR 15.305(a)(2)(iv)).

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

**M.2 EVALUATION CRITERIA**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

**A. Personnel Qualifications**

The Offeror's proposal shall be scored based on the following:

- 1) Demonstrated quality of proposed Chief of Party;
- 2) Demonstrated quality of key personnel proposed for each component (Arugam Bay, Fishery Harbors and Vocational Education Facilities, Mutur – Trincomallee All-weather Road) of the Statement of Work;
- 3) Demonstrated understanding of Statement of Work as evidenced by overall staffing plan

**B. Past Performance**

Past performance evaluations by USAID will focus on the following criteria:

1. Quality of services provided;
2. Record of forecasting and controlling costs;
3. Adherence to contract schedules, including administrative aspects of performance;
4. History of reasonable and cooperative behavior and commitment to customer satisfaction of clients;
5. History of reasonable and cooperative behavior and commitment to customer satisfaction of end users (host country persons and institutions); and
6. Effectiveness of key personnel.

USAID may use past performance information obtained from sources other than the sources identified by the contractor. The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current. If the Offeror asserts that it has no relevant past performance information, the Offeror's proposal will not be evaluated favorably or unfavorably on past performance in accordance with FAR 15 .305(a)(2)(iv) . Past performance information will be used for both the responsibility determination and best value decision.

**C. Institutional Capability**

The offeror's institutional capability shall be scored based on the following:

- 1) demonstrated skills of the proposed organization(s) with regard to project management, implementation for results, and client relations;
- 2) demonstrated ability to build and maintain relationships with host country counterparts and its ability to collaborate with USAID and other donors;
- 3) demonstrated organizational experience in managing similar scale and similarly complex projects.
- 4) demonstrated success in partnering with other members of the team on past projects similar in type and complexity .

**D. Technical Approach:**

The Offeror's oral presentation of their technical approach shall be scored based on the following: 1) feasibility of achieving stated requirements through the proposed approach; 2) consistency of the proposed approach with the stated goals and objectives; and 3) achievement of desired policy and institutional reform outcomes through creative approaches.

**E. COST AS AN EVALUATION FACTOR**

Cost/Price is not a weighted evaluation factor. However, the offeror's proposed cost/price for the contract will be evaluated. Evaluation of cost will include verification of rates and cost realism. In this solicitation, it is expected that competition will establish cost reasonableness and that comparison of offerors' proposed costs will satisfy the requirement to perform price analysis. However, in view of the critical importance of this requirement, the Government reserves the right to examine cost proposals for completeness, and realism to the extent it deems necessary and appropriate. Any lack of cost realism, unreasonableness, or imbalance in price may be considered in the determination of best value.

**M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

(a) Competitive Range: If the Contracting Officer determines that discussions are necessary, s/he will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation. In order to determine which offeror represents the best value, the Government will make a series of paired comparisons among those offerors that submitted acceptable proposals, trading off the marginal differences in capability and price between the members of each pair. If, in any paired comparison, the offeror with the higher expected value also has the lower price, then the CO will consider that offeror to represent the better value. If the offeror with the higher expected value has the higher price, then the CO will decide whether the difference in capability is worth the difference in price. If the CO decides that it is, then he or she will consider the offeror with the higher expected value and the higher price to represent the better value. If not, then the CO will consider the offeror with the lower expected value/ less capable and the lower price to represent the better value. The CO will continue to make paired comparisons in this way until he or she has identified the offeror representing the best value.

**M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND  
DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

**ATTACHMENT 1****IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.



**ATTACHMENT 2**

**USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

## CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)				2. Contractor's Name			
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract		
			6. Proposed Salary		7. Duration of Assignment		
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (if non-U.S. citizen, give visa status)			
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment							
12. EDUCATION (include all college or university degrees)					13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE		MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
<b>14. EMPLOYMENT HISTORY</b> 1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment. 2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.							
POSITION TITLE		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Annual Salary	
				From	To	Dollars	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)							
SERVICES PERFORMED		EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #		Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
				From	To		
16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.							
Signature of Employee					Date		
17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)							
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.							
Signature of Contractor's Representative					Date		

## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development  
Procurement Policy Division (M/OP/P)  
Washington, DC 20523-1435,  
and  
Office of Management and Budget  
Paperwork Reduction Project (0412-0520)  
Washington, DC 20503

**ATTACHMENT 3**  
**SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

[illegible]

## INSTRUCTIONS

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. In other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for Local Reproduction  
Standard Form - LLL-A

**ATTACHMENT 4**  
**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_\* are accurate, complete, and current as of \_\_\_\_\_.\*\*. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE OF EXECUTION\*\*\* \_\_\_\_\_

\* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.